

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: April 21, 2004

Division: Clerk's Office

Bulk Item: Yes X No    

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**AGENDA ITEM WORDING:** Consideration by the Board to rescind approval for MCHD to lease space through BOCC for the Health Care Center located at DePoo Hospital and related interagency agreement regarding lease payments. Lease is for a 2-year term with multiple one-year renewal options.

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**ITEM BACKGROUND:** Item (O1) was approved at the November 19, 2003 Board meeting, but never received by the Clerk for execution. MCHD has been advised by LKMC.HMA that a line needed to be added on the liability insurance. County Attorney's Office advised that we do not know what these changes are and whether they will pass legal or risk management.

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**DIVISION DIRECTOR APPROVAL:**

Danny L. Kolhage by: icd  
Danny L. Kolhage, Clerk

**DOCUMENTATION:**

Included X To Follow     Not Required    

**AGENDA ITEM NO.** 06

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: 11/19/2003

Division: Monroe County

Bulk Item: Yes XXX No     

Department: Health Department

**AGENDA ITEM WORDING:** Approval for MCHD to lease space through BOCC for the Health Care Center located at DePoo Hospital and related interagency agreement regarding lease payments. Lease is for a 2-year term with multiple one-year renewal options.

**ITEM BACKGROUND:** See Attached Documents

**PREVIOUS RELEVANT BOCC ACTION:** N/A

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:** Approval

**TOTAL COST:** \$0.00

**BUDGETED:** Yes N/A No     

**COST TO COUNTY:** \$0.00

**SOURCE OF FUNDS:** MC Health Dept

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **YR**     

**APPROVED BY:** County Atty      OMB/Purchasing *[Signature]* Risk Management *[Signature]*

**DIVISION DIRECTOR APPROVAL:** *[Signature]*  
Steve Mason, Acting Director, MCHD 3/15/00

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #** 01

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract # \_\_\_\_\_

Contract with: Lower Keys Medical Center/BOCC/MCHD

Effective Date:    /   /   

Expiration Date:    /   /   

Contract Purpose/Description: Monroe County Health Department has negotiated a lease with the Lower Keys Medical Center for space at the DePoo Hospital Building located at 1200 Kennedy Drive. Interagency agreements provide that MCHD is permitted to use County purchasing procedures. Two Documents are attached. One for the lease between the Lower Keys Medical Center and Monroe County BOCC and the other is an agreement between Monroe County BOCC and the Monroe County Health Department which defines payment responsibility.

Contract Manager: Bill Speer – Facilities Manager (293-7537) Monroe County Health Dept. Stop 2  
(Name) (Ext.) (Department)/(Courier Stop #)

for BOCC meeting on 11/19/2003

Agenda Deadline: 11/04/2003

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 0.00\*\* Current Year Portion: \$ 0.00

Budgeted? Yes N/A No     Account Codes:     -     -     -     -    

Grant: \$         -     -     -     -    

County Match: \$ 0     -     -     -     -    

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$ 0.00 /yr For:      
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

\*\*Monroe County Health Department has budgeted fee and will pay the monthly lease.

## CONTRACT REVIEW

|                   | Date In         | Changes Needed |     | Reviewer                | Date Out        |
|-------------------|-----------------|----------------|-----|-------------------------|-----------------|
|                   |                 | Yes            | No  |                         |                 |
| Division Director | <u>10/31/02</u> | ( )            | (✓) | <u>[Signature]</u>      | <u>10/31/05</u> |
| Risk Management   | <u>11/3/03</u>  | ( )            | (✓) | <u>Bill [Signature]</u> | <u>11/5/02</u>  |
| O.M.B./Purchasing | <u>11/3/03</u>  | ( )            | ( ) | <u>[Signature]</u>      | <u>11/3/03</u>  |
| County Attorney   | <u>10/31/02</u> | ( )            | (✓) | <u>[Signature]</u>      | <u>10/31/03</u> |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Memorandum of Agreement

THIS AGREEMENT is entered the \_\_\_\_ day of \_\_\_\_\_, 2003, by and between The Florida Department of Health - Monroe County Health Department (MCHD) and the Board of County Commissioners of Monroe County (County).

**WHEREAS**, the MCHD has a negotiated lease with the Lower Keys Medical Center for clinic space in the DePoo Hospital Building; and

**WHEREAS**, the MCHD is permitted to use County purchasing procedures; and

**WHEREAS**, in conformity with prior years practice, the lease was written with the County as the Lessor; and

**WHEREAS**, MCHD provides services for the health, welfare and benefits of the residents of Monroe County;

NOW THEREFORE, in consideration of the mutual covenants and promises below, the parties agree to the following provisions:

1. The MCHD will take full responsibility for lease payments and all other obligations and responsibilities of County under the lease.
2. The lease between Lower Keys Medical Center and County is incorporated herein by reference.
3. The signatories below are authorized to execute this document on behalf of their respective governmental agencies.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Monroe County Health Department (Seal)

\_\_\_\_\_  
(Witnesses) By: \_\_\_\_\_ (Seal)  
Lessor

ATTEST:

Board of County Commissioners,  
Monroe County, FL (Seal)

By: \_\_\_\_\_ By: \_\_\_\_\_ (Seal)  
Lessee

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON

## COMMERCIAL LEASE AGREEMENT - DEPOO HOSPITAL

THIS AGREEMENT is made and entered into as of the \_\_\_<sup>th</sup> day of August, 2003, by and between *Key West HMA d/b/a, Lower Keys Medical Center, 5900 College Road, Key West, FL 33040*, party of the first part, hereinafter referred to as "Lessor and/or Landlord", and *Monroe County Board of County Commissioners*, party of the second part, hereinafter referred to as "Lessee and or Tenant."

### WITNESSETH:

#### 1. Leased Premises and Term:

Lessor does hereby rent and lease to the Lessee the following described property, hereinafter referred to as premises, to wit: *Medical Office "A" and "B" at DePoo Hospital, 1200 Kennedy Drive, 2,336 square feet and 272 square feet respectively Key West, Florida* for a term of 2 year, beginning on the 19<sup>th</sup> day of August, 2003, and ending midnight on the 18<sup>th</sup> day of August, 2005.

Lessee will give written notice of its intention to exercise an option to renew in successive periods of 1 year.

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party, except that early cancellation may not be exercised to renegotiate compensation.

Lessor does understand that Lessee will need to terminate this lease if public funding is cut off from the State of Florida.

#### 2. Rental:

→ The annual rent for the term of this lease shall be the rental sum of \$12,000 per year. The Lessee shall pay the Lessor the annual rental sum as herein provided in equal monthly installments on the last day of each calendar month during the term without deduction or set-off. Provided, that the rental for any partial month shall be prorated and paid in on the last day of such partial month falling within the term of this lease. In addition, Lessor will receive credit for a charitable contribution for the difference between the fair market value of the lease space and the annual sum of rental payments. See Exhibit A.

#### 3. Utilization of the Premises:

The parties hereto understand and agree that the premises may be used by Lessee as a private medical office, clinic, or outpatient healthcare facility receiving services from Lessee and other related and incidental medical purposes; provided, however the premises

shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body, nor in any manner to create a nuisance or trespass, nor in any manner to cancel the insurance or increase the rate of insurance on the premises. Lessor represents and warrants to Lessee that the premises are zoned for the Lessee's intended uses.

4. Repairs:

Lessee accepts the premises in its present condition and as suited for the use intended by the Lessee. The Lessor shall not be required to make any repairs or improvements on the premises except on written notice from the Lessee of any defect to the walls, electrical/heating systems, or roof rendering same unsafe or untenable for the purpose for which the premises are leased. Lessor shall also be responsible for any improvements to the exterior or internal structure of the building containing the leased premises if required by a governmental authority having jurisdiction over the leased premises. All additional requirements for a healthcare facility, if any, will be the responsibility of the Lessor. Lessee shall give to the Lessor prompt written notice of any accident to or any defects in the said premises and such damage or defects shall be remedied with due diligence by the Lessor at his own expense.

5. Insurance:

Lessor shall and will, at its own cost and expense during the term of this rental agreement, keep the premises insured against loss or damage by fire and other casualties, for not less than the amount the premises were last assessed for the purpose of taxation. Said insurance shall be placed with solvent, incorporated insurance companies licensed to do business in the State of Florida. Landlord shall furnish Tenant with Certificates or other acceptable evidence that such insurance is in effect.

6. Surrender of Premises:

Lessee shall permit the Lessor and the agents and employees of Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned and shall permit Lessor and Lessor's agents and employees, at any time within the last thirty (30) days prior to the expiration of this lease or any renewal thereof to place on the demised premises any usual or ordinary "to let" or "to lease" signs and exhibit the premises to prospective tenants at reasonable hours.

Commercial Lease Agreement - DEPOO HOSPITAL

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7. Liability:

Lessee hereby agrees to assume liability for and to defend, hold harmless and indemnify the Lessor from any judgment, claim, demand, financial loss or expense (including attorney's fees) arising out of, or as a result of, the use of the premises by the

Lessee or Lessee's invitees, or anyone under Lessee's control or acting as Lessee's agent, servant or contractor.

8. Utilities:

Lessee shall pay all bills for telephone service. If Lessee does not pay, Lessor may pay said bills and such payments may be added to the rental of the premises. Lessor shall pay all bills water, gas, electricity, fuel, heat and power for that portion of the premises used by the Lessee. All other expenses not covered herein shall be the responsibility of Lessor.

9. Waste and Nuisance:

The Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or any other act or thing which may disturb the peace and quiet enjoyment of any other tenant in the area in which the demised premises may be located.

10. Surrender of Possession:

At the termination of this lease, or any renewal thereof, Lessee shall surrender premises and keys thereof to Lessor in the same condition as at commencement of the lease, natural wear and tear only excepted.

11. Removal and Replacement of Fixtures:

Lessee may (if not in default hereunder) prior to the expiration of this lease or any renewal thereof, remove all fixtures, and equipment which Lessee has placed on the premises, provided Lessee restores premises to the same or equivalent condition as existed at the installation of said fixtures (less reasonable wear and tear). Any fixtures not removed shall become a part of the premises, at Lessor's option, and Lessor shall not be liable to Lessee for the value of such improvements, or Lessor may remove the fixtures, restore the premises and hold Lessee responsible for the cost thereof.

12. Destruction of Premises:

If the leased premises are substantially destroyed by fire, flooding, windstorm, or other casualty, this lease shall terminate immediately and the parties shall have no further obligation to continue the lease.

If the leased premises are partially damaged and repairs can be promptly made within 120 days or less, the lease term and duty to pay rent shall be suspended, Lessor shall make repairs, and, on completion of same, the lease suspension shall cease and Lessee shall reoccupy the premises and initiate the rental payment, pro-rated on a daily basis for the number of days remaining in the month when suspension of payments ceased.

13. Subletting:

The Lessee may, without the prior written consent of Lessor, assign or sublet this lease or a portion thereof so long as such assignee or subtenant shall use the premises for the purposes covered in paragraph 3 above. Subtenants or assignees shall become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee of any liability created hereby.

14. Taxes and Assessments:

Landlord, during the said term of this rental agreement, agrees, and covenants to pay, satisfy and discharge, as they become due, all assessments, taxes, levies and other charges, general or special, of whatever nature and kind, which are or may be levied, assessed, imposed and charged upon the premises herein demised and rented.

15. Janitorial Services and Landscape Maintenance:

The Lessor shall be responsible for all janitorial services relating to the leased premises. Lessor shall be responsible for maintaining the landscape and parking facilities appurtenant to the leased premises.

16. Modification by Lessee:

Any improvements or building modifications to the leased premises by the Lessee must be approved in writing by the Lessor.



17. Definitions:

"Lessor" as used in this lease shall include first party, and Lessor's assigns and successors in title to the premises; "Lessee" shall include second party, Lessee's heirs and representatives and shall include also Lessee's assignees and sublessee if this lease shall be validly assigned or sublet. Lessor, Lessee and Agents shall include male and female, singular and plural, corporation, partnership, or individual, as may fit the particular parties.

18. Amendment/Governing Law/Attorney's Fees:

This lease shall be governed by the laws of the State of Florida and shall not be modified or amended in any manner whatsoever except by written instrument signed by the Lessor and Lessee. In the event of any litigation by any party to enforce or defend its rights and duties under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

19. Approval:

This lease agreement shall not be binding on Tenant until Lessee's Board of County Commissioners and Lessor's Executive Vice President and Legal Counsel have approved it.

20. Entire Agreement:

This agreement represents the entire agreement of the parties and all representations, understandings, negotiations and statements exchanged by the parties are merged into and shall be superseded by the terms and conditions set forth herein.

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21. Notices:

Any notices to be served on Lessee shall be sent via certified mail or hand delivery  
(receipt requested) to:

Bill Speer, Facilities Manager  
Monroe County Health Department  
1100 Simonton Street  
PO Box 6193  
Key West, FL 33041

*Nicki Will, PHD  
Lower Keys Medical Center  
5900 College Road  
Key West, FL 33040*

22. Further Stipulations:

Insofar as the following special stipulations conflict with any of the foregoing  
stipulations, provisions, terms, conditions, covenants and agreements, the following shall  
control: *N/A*

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WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

LANDLORD:

\_\_\_\_\_

By: \_\_\_\_\_

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_

CORPORATE APPROVAL:

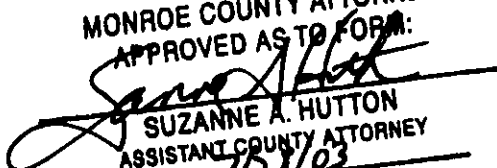
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Jon P. Vollmer

Executive Vice President of Operations

\_\_\_\_\_

General Counsel's Office

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 7/23/03